

## RE: Hudson v. Foxx et al. - Letter Agreement for Execution and Stipulation of Dismissal

Morgan Churma <Mchurma@scharfbanks.com>

Wed 7/14/2021 12:41 PM

To: Brandon Hudson <bhudson205@gmail.com>

Cc: Sarah Marmor <smarmor@scharfbanks.com>

Mr. Hudson,

In light of today's minute entry, we wanted to follow-up with you about filing the Stipulation of Dismissal with Prejudice enclosed with the settlement letter. For your convenience, I have re-attached it here. Are you able to file this today? These are typically filed by the plaintiff, but if you are unable to do so, please let us know whether you agree to us filing as it contains electronic signatures for all parties.

Regards,

Morgan G. Churma

DIRECT 312-897-1483 | MOBILE 707-292-3303

[Mchurma@scharfbanks.com](mailto:Mchurma@scharfbanks.com)

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**From:** Sarah Marmor <smarmor@scharfbanks.com>

**Sent:** Tuesday, June 8, 2021 7:05 AM

**To:** Brandon Hudson <bhudson205@gmail.com>

**Cc:** Morgan Churma <Mchurma@scharfbanks.com>

**Subject:** Re: Hudson v. Foxx et al. - Letter Agreement for Execution and Stipulation of Dismissal

Thank you for the signed agreement, Mr. Hudson. In order to be effective, you are required to file a stipulation of dismissal in the form that we provided to you, and I believe the Court expected that to be filed yesterday. Please file it today.

**Sarah R. Marmor**

Scharf Banks Marmor LLC

333 West Wacker Drive, Suite 450

Chicago, IL 60606

Cell: 773-320-1410 Direct: 312-662-6197

[smarmor@scharfbanks.com](mailto:smarmor@scharfbanks.com)

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**From:** Brandon Hudson <[bhudson205@gmail.com](mailto:bhudson205@gmail.com)>

**Sent:** Monday, June 7, 2021 11:11 PM

**To:** Sarah Marmor <[smarmor@scharfbanks.com](mailto:smarmor@scharfbanks.com)>

**Cc:** Morgan Churma <[Mchurma@scharfbanks.com](mailto:Mchurma@scharfbanks.com)>

**Subject:** Re: Hudson v. Foxx et al. - Letter Agreement for Execution and Stipulation of Dismissal

EXHIBIT

E

exhibitster.com

Ms. Marmor and Mr. Churma:

Please see attached.

Brandon

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Brandon Hudson, Esq.

Direct dial: [\(630\) 697-9306](tel:(630)697-9306)

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On Mon, Jun 7, 2021 at 11:00 AM Sarah Marmor <[smarmor@scharfbanks.com](mailto:smarmor@scharfbanks.com)> wrote:

Mr. Hudson –

Your decision to seek these additional terms at the eleventh hour is unacceptable to my clients. You are retreading ground that we already discussed with the Court on our first settlement call, and which you represented you were prepared not to pursue. This does not constitute good faith, in our view, but rather appears to be another effort to delay the inevitable.

If you do not return the signed letter agreement and dismiss the case with prejudice per the stipulation we provided to you last week – by the Court's deadline of today – we will ask the Court at the next hearing to dismiss this case with prejudice based on your failure to file an amended complaint by the deadline to do so. In addition, given your conduct in this process, we will seek prevailing party fees against you unless you dismisses the case today pursuant to our settlement offer and the Court's order.

- Sarah Marmor



**Sarah R. Marmor**

Scharf Banks Marmor LLC

333 West Wacker Drive, Suite 450

Chicago, IL 60606

Direct: 312-662-6197

Cell: 773-320-1410

[smarmor@scharfbanks.com](mailto:smarmor@scharfbanks.com)

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**From:** Brandon Hudson <[bhudson205@gmail.com](mailto:bhudson205@gmail.com)>

**Sent:** Monday, June 7, 2021 9:30 AM

**To:** Morgan Churma <[Mchurma@scharfbanks.com](mailto:Mchurma@scharfbanks.com)>; Sarah Marmor <[smarmor@scharfbanks.com](mailto:smarmor@scharfbanks.com)>

**Cc:** David Lynn <[david\\_lynn@ilnd.uscourts.gov](mailto:david_lynn@ilnd.uscourts.gov)>

**Subject:** Re: Hudson v. Foxx et al. - Letter Agreement for Execution and Stipulation of Dismissal

Ms. Marmor and Mr. Churma:

In good faith and in furtherance to my statement addressing the Court on June 2, 2021, please know I am awaiting a Retainer Agreement from counsel to assist me with the proposed Settlement Agreement.

Based on the communication breakdown and subsequent withdrawal of my former Attorney, Sivonnia DeBarros, please advise and/or confirm the following requests were made to your office and advise of your client's response:

1. Will your client, CCSAO, reduce the neutral reference to a writing?  
(To address the CCSAO's written documents attached as "Exhibits to Complaint 1")
2. Will your client update Plaintiff's employment file to reflect "resignation" and remove the "termination" status?
3. Will your client reinstate Plaintiff?
4. Will your client offer lost wages, benefits, front pay and/or back pay damages to make Plaintiff whole the 18-months Plaintiff was unemployed (underemployed) while actively seeking employment after the termination? (Calculated at the approximate salary rate for Plaintiff)
5. Will your client (or has your client) offered any monetary relief, at any point before the EEOC filing to present, in an attempt to settle this case?

Sincerely,

Brandon

On Fri, Jun 4, 2021 at 4:31 PM Sarah Marmor <[smarmor@scharfbanks.com](mailto:smarmor@scharfbanks.com)> wrote:

The neutral reference is explained in the body of the letter. There would be no neutral reference document per se.

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**From:** Brandon Hudson <[bhudson205@gmail.com](mailto:bhudson205@gmail.com)>

**Sent:** Friday, June 4, 2021 3:03:31 PM

**To:** Morgan Churma <[Mchurma@scharfbanks.com](mailto:Mchurma@scharfbanks.com)>; Sarah Marmor <[smarmor@scharfbanks.com](mailto:smarmor@scharfbanks.com)>

**Cc:** David Lynn <[david\\_lynn@ilnd.uscourts.gov](mailto:david_lynn@ilnd.uscourts.gov)>

**Subject:** Re: Hudson v. Foxx et al. - Letter Agreement for Execution and Stipulation of Dismissal

Ms. Marmor and Mr. Churma:

Thank you for sending me the documents.

Please advise if the neutral reference document was enclosed, as I did not receive the neutral reference.  
Thank you.

Sincerely,

Brandon

----- Forwarded message -----

From: **Morgan Churma** <[Mchurma@scharfbanks.com](mailto:Mchurma@scharfbanks.com)>

Date: Wed, Jun 2, 2021 at 2:27 PM

Subject: Hudson v. Foxx et al. - Letter Agreement for Execution and Stipulation of Dismissal

To: Brandon Hudson <[bhudson205@gmail.com](mailto:bhudson205@gmail.com)>

CC: Sarah Marmor <[smarmor@scharfbanks.com](mailto:smarmor@scharfbanks.com)>

Mr. Hudson,

As discussed during today's conference with Judge Wood, please find the following attached (1) the revisions to the letter agreement with redlines, (2) the letter agreement executed by Ms. Marmor on behalf of Defendants for your signature, and (3) the stipulation of dismissal with prejudice for filing once the agreement is finalized.

Regards,

**MORGAN G. CHURMA**



[333 WEST WACKER DRIVE, SUITE 450](#)

[CHICAGO, IL 60606](#) | 312-726-6000

DIRECT 312-897-1483 | MOBILE 707-292-3303 | [Mchurma@scharfbanks.com](mailto:Mchurma@scharfbanks.com)

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Brandon Hudson, Esq.

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